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June 22, 2010

# VIA ELECTRONIC FILING HAND DELIVERED ORIGINAL

Jocelyn Boyd, Interim Chief Clerk of the Commission Public Service Commission of South Carolina 101 Executive Center Drive Columbia, South Carolina 29211

Re: Global Connection Inc. of America
South Carolina Interexchange Telecommunications Certification

Dear Ms. Boyd:

Enclosed for filing please find the Application of Global Connection Inc. of America for a Certificate of Public Convenience and Necessity to provide interexchange telecommunications services in South Carolina and for alternative regulatory treatment. We are also filing a Motion for Protective Treatment to file the confidential financial statements, Exhibit C, under seal as a Trade Secret. Copies of the Application and Motion being hand delivered to the Commission and the Office of Regulatory Staff contain Exhibit C filed under seal. Please stamp the extra copy of the application and motion provided as proof of filing and return it with our courier.

If you have any questions, please have someone on your staff contact me.

Very truly yours,

ROBINSON, McFadden & Moore, P.C.

Bonnie D. Shealy

/bds

Enclosures

cc/enc: Dan F. Arnett, ORS Chief of Staff (via email & hand delivery)

Mr. Neil Savignano (via email) Mr. Carey Roesel (via email)

# BEFORE THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

Application of Global Connection Inc. of America	)		
For a Certificate of Public Convenience and Necessity	)		
to Provide Resold Long Distance Telecommunications	)	DOCKET NO	_
Services and for Alternative Regulation of Long Distance	)		
Service Offerings	)		

Global Connection Inc. of America ("Global Connection" or "Applicant") pursuant to S.C. Code Ann. §58-9-280, 26 S.C. Regs. 103-823, as amended, and other rules and regulations of the Public Service Commission of South Carolina ("Commission") respectfully submits this Application for Authority to Provide Resold Long Distance Service within the State of South Carolina. In addition, Global Connection requests that the Commission regulate its long distance business service, consumer card, and operator service offerings as described below in accordance with the principles and procedures established for alternative regulation in Orders No. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order No. 2001-997 in Docket No. 2000-407-C. Global Connection is currently authorized to provide facilities-based and resold local exchange access services in South Carolina pursuant to Order Nos. 2000-580 and 2002-58.

All services are available twenty-four (24) hours per day, seven (7) days a week. The Applicant will commence offering service following the granting of this application.

Approval of this application will promote the public interest by increasing the level of competition within South Carolina. This competition will mandate that all interexchange telecommunications providers will operate more efficiently, enabling the consumer to benefit via reduced rates.

In support of this Application, Global Connection respectfully states as follows:

#### 1. The name and address of the Applicant are:

Global Connection Inc. of America 5555 Oakbrook Parkway, Suite 620

Norcross, Georgia 30093

Telephone: 678-741-6213 Facsimile: 678-741-6333 Toll Free: 800-373-9091

Website: connectwithglobal.com

# 2. All correspondence, notices, inquiries and other communications regarding this application should be sent to:

Ms. Bonnie D. Shealy, Esquire Robinson, McFadden & Moore, P.C.

1901 Main Street, Suite 1200

Columbia, SC 29202

Telephone: 803-779-8900 Facsimile: 803-252-0724

Email: bshealy@robinsonlaw.com

#### with a copy to:

Carey Roesel

Consultant to Global Connection Inc. of America

Technologies Management, Inc.

2600 Maitland Center Parkway, Suite 300

Maitland, Florida 32751

Telephone: 407-740-3006 Facsimile: 407-740-0613

#### 3. Contact person regarding ongoing operations of the Company is:

Neil Savignano, Controller

Global Connection Inc. of America 5555 Oakbrook Parkway, Suite 620

Norcross, Georgia 30093

Telephone: 678-741-6246 Facsimile: 678-741-6333

E-mail: nsavignano@globalconnectioninc.com

#### 4. Description of Applicant

Global Connection is a Competitive Local Exchange Carrier ("CLEC") licensed by the Commission to provide local exchange service within the State of South Carolina. The Commission authorized Global Connection of South Carolina Inc. to provide local exchange service on July 19, 2000, under Docket No. 2000-149-C and facilities-based UNE-P service on January 25, 2002, under the same docket number. The Commission approved the name change from Global Connection of South Carolina, Inc. to Global Connection Inc. of America on August 26, 2008, in Order No. 2008-598. Global Connection Inc. of America is a Georgia corporation with a Certificate of Authority to Transact Business in the State of South Carolina attached as **Exhibit A.** 

#### 5. Officers and Directors and Legal Counsel

See Exhibit B.

#### 6. Customer Service

Global Connection Inc. of America understands the importance of effective customer service. Global Connection's toll free customer service telephone number will be available with live operator response during the hours of 7AM EST to 10PM EST. All afterhours and overflow will be handled by third-party providers of similar service to other carriers. The Company's toll free telephone number for customer inquiries, complaints and repair is 877-511-3009. Customers may contact the company in writing at the headquarters address indicated below. The contact for resolution of customer complaints with the Commission is:

Neil Savignano, Controller

Global Connection Inc. of America

5555 Oakbrook Parkway, Suite 620

Norcross, Georgia 30093

Telephone: 678-741-6246 Facsimile: 678-741-6333

E-mail: nsavignano@globalconnectioninc.com

#### 7. Financial Ability

Global Connection Inc. of America has sufficient financial resources to operate in South Carolina. Global Connection attaches its most recent balance sheet and profit and loss statement, filed under seal, as **Exhibit C.** Global Connection is a privately held company. Accordingly, its financial statements are not public information. As a privately-held company, it does not issue annual reports or submit any financial filings with the Securities and Exchange Commission. The Applicant respectfully requests that these financial statements disclosed in connection with this Application be filed under seal, solely for the purpose of the Commission's and the Office of Regulatory Staff's review. Applicant is simultaneously filing a motion for protective treatment of Exhibit C of this application. Applicant's South Carolina intrastate operating expenses will be incremental in nature. Applicant does not plan to construct facilities nor will it incur additional debt to operate in South Carolina.

#### 8. Managerial and Technical Ability

Global Connection will utilize resold services. Underlying carriers will perform all routing and call completion functions. Applicant's technical and managerial personnel are well qualified to direct the delivery and billing of the proposed services, as demonstrated by the resumes provided in **Exhibit D.** 

#### 9. Proposed Service Territory

Global Connection proposes to offer resold long distance service. We are requesting statewide authority to provide interexchange services within South Carolina. **Exhibit E** contains the proposed interexchange tariff of Global Connection.

#### 10. Public Interest and Need

Approval of this application and Global Connection's proposed tariff will serve the public interest and offer benefits to consumers in South Carolina. Competition offers consumers a wider array of service options and puts downward pressure on prices.

#### 11. Waivers and Regulatory Compliance

Global Connection requests that the Commission grant it a waiver of those regulatory requirements inapplicable to Resold Long Distance Service providers. Such rules are not appropriate for competitive providers and constitute an economic barrier to entry. In Order No. 2000-580, the Commission granted Global Connection's request that it be exempt from any record-keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts since the Company maintains its books in accordance with Generally Accepted Accounting Principles ("GAAP"). Global Connection requests that all waivers granted in prior Orders continue in regard to its long distance certification.

Global Connection also requests a waiver of the requirement that it keep books and records within the State of South Carolina pursuant to 26 S.C. Regs. 103-610. In the absence of such a waiver, Applicant would have to assume additional expenses to maintain records and

reports in an office in South Carolina. Applicant will maintain the required records at its headquarters and will make them available to the Commission and ORS upon request.

Global Connection requests a waiver of 26 S.C. Regs. 103-612.2.3, the requirement to file operating maps with the Commission. Applicant intends to offer its long distance services statewide. The waivers requested above have been granted under similar situations, and Applicant requests that the Commission provide it similar treatment.

#### 12. Alternative Regulation of Business Service Offerings

In Docket No. 95-661-C in response to a Petition for Alternative Regulation by AT&T Communications of the Southern States, the Commission determined that there was sufficient competition in the market for interexchange telecommunication services to justify a relaxation in the manner in which AT&T was regulated. The Commission determined that AT&T was not required to file maximum rates for long distance business service offerings and that its tariffs be presumed valid upon filing, subject to the Commission's right within seven days to institute an investigation of the tariff filing. Global Connection submits that as a competitor of AT&T in the market for providing telecommunication services to customers, it should be subject to no regulatory constraints greater than those imposed on AT&T. Global Connection requests that its interexchange business services offerings described in its proposed tariff be regulated under this form of relaxed regulation.

This Application demonstrates that Global Connection has the technical, financial and managerial resources to provide resold-based long distance service within South Carolina. The

granting of this Application will promote the public interest by increasing the level of competition in the telecommunications markets of the state.

Approval of the Application of Global Connection Inc. of America will serve the public interest by offering consumers throughout the State of South Carolina a meaningful quality service option. Approval of this Application will also benefit consumers by creating greater competition in the interexchange marketplace. Competition in the telecommunications marketplace inspires innovation and development of services that meet customer needs cost effectively.

Wherefore, Global Connection Inc. of America respectfully petitions this Commission for authority to operate as a reseller of long distance telecommunications services in the State of South Carolina in accordance with this Application, for alternative regulation of its long distance business service offerings, and for such other relief as it deems necessary and appropriate.

Dated this 22<sup>nd</sup> day of June, 2010.

Ms. Bonnie D. Shealy, Esquire

Robinson, McFadden & Moore, P.C.

1901 Main Street, Suite 1200

Post Office Box 944 Columbia, SC 29202

Telephone: (803) 779-8900

(803) 227-1102 (direct)

Facsimile: (803) 252-0724

Email: bshealy@Robinsonlaw.com

Attorneys for Global Connection Inc. of America

#### **Global Connection Inc. of America**

#### **SCHEDULE OF EXHIBITS**

Exhibit A Certificate of Authority

Exhibit B Officers, Directors and Legal Counsel

Exhibit C Financial Statements

CONFIDENTIAL-FILED UNDER SEAL

Exhibit D Resumes of Key Employees

Exhibit E Proposed Local Tariff

Exhibit F Proposed Interexchange Tariff

# Global Connection Inc. of America EXHIBIT A

South Carolina Certificate of Authority

# The State of South Carolina

Office of Secretary of State Mark Hammond

## Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

GLOBAL CONNECTION INC. OF AMERICA,

a corporation duly organized under the laws of the state of **GEORGIA** and issued a certificate of authority to transact business in South Carolina on **June 12th**, **2008**, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976 South Carolina Code, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 8th day of June, 2010.

Mark Hammond, Secretary of State

### **Global Connection Inc. of America**

## **EXHIBIT B**

Officers, Directors and Legal Counsel

#### **Global Connection Inc. of America**

#### **Officers and Directors**

The officers and directors of Global Connection Inc. of America may be contacted at the Company's headquarters located 5555 Oakbrook Parkway, Suite 620, Norcross, Georgia 30093.

#### **Officers:**

Mark Ellis, President and Chief Executive Officer

#### **Directors:**

Dan Lonergan Adam Curtin Scott Warren Brooke Hayes Robert Levine

#### **Legal Counsel:**

Bonnie D. Shealy, Esquire Robinson, McFadden & Moore, P.C. 1901 Main Street, Suite 1200 Columbia, SC 29202

Phone: 803-779-8900 Fax: 803-252-0724

Email: bshealy@robinsonlaw.com

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**Global Connection Inc. of America** 

**EXHIBIT C** 

**Financial Statements** 

CONFIDENTIAL & PROPRIETARY FILED UNDER SEAL

# **Global Connection Inc. of America**

## **EXHIBIT D**

Resumes of Key Employees

#### Global Connection Inc. of America

#### **Resumes of Key Employees**

#### Mark Ellis – President and Chief Executive Officer

Mark Ellis is a highly skilled entrepreneur and turnaround specialist who has produced profits from every management vantage point - sales, marketing and financial. Mark served in key marketing and top management positions at General Mills, Mattel, Ideal Toys, and the Franklin Mint. At 1to1â Venture Partners, LLC, he is the Managing Partner of the fund, which provides financing for early-stage companies.

Mark began his career at General Mills. After a five-year stint in brand management at General Mills, he moved into the toy industry. Mark served as head of marketing for boy's toys at Mattel, where he was responsible for more than half of the company's sales. He then moved into general management as the International President of Ideal Toys (a division of CBS, Inc.). This was Mark's first major turnaround.

After a corporate sell-off, Mark became chief executive of the 16 European subsidiaries of the Franklin Mint. At the Franklin Mint, he combined his new product skills with sophisticated use of database-driven direct marketing to engineer a remarkable turnaround.

True to his entrepreneurial spirit, Mark left the corporate world and spent a year raising money to purchase a premier manufacturing company. He successfully made that purchase and was able to apply all of the skills he learned in the corporate world to make this manufacturing company a success.

Using his proven turnaround capabilities and keen financial instincts, Mark was the Managing Director of the Relationship Factory at Peppers and Rogers Group, the venture capital arm of the company. The Peppers and Rogers Group is the world's pre-eminent customer management relationship consulting firm. The Relationship Factory was the pre-cursor to 1to1 Venture Partners, LP.

Subsequently Mark has been the CEO of a giftware company and is currently the CEO of Global Connection in Georgia.

Mark has an MBA from the Wharton School of Business and a BS in Business from the University of Minnesota.

#### **Neil Savignano - Controller**

After graduating Georgia State University in 1989 with a BBA in accounting, Neil continued his education by passing the CPA exam in 1991. Neil has spent over 20 years of progressive management of accounting and finance for Atlanta area companies in industries ranging from print & graphic services, manufacturing & distribution, home décor, internet technologies, software development, home flooring, and telecommunications. With experience in small to mid-size growth companies, Neil has been afforded the opportunity to hold diverse responsibilities in each organization. In addition to traditional accounting roles, Neil has earned expertise in benefits management, project tracking, insurance coverage, and contract review. Neil is currently the Controller at Global Connection Inc of America, where he is responsible for all financial aspects of the company including financial report presentation, GL maintenance, budgeting, and cash management.

#### Chris Doyle, Vice President - Sales & Marketing

Chris Doyle is Vice President of Sales and Marketing for Global, responsible for design, development and implementation of all Global's marketing initiatives. Additionally, Chris is responsible for managing Global's retail distribution network, including Kroger, BI-LO and Western Union. Chris is a 16 year telecommunications veteran. Prior to Global, Chris spent 3 years with Nextel Communications, as Director of Industry Marketing where he led the effort of developing wireless voice and data solutions for Nextel's key industry verticals. Before Nextel, Chris was with Broadwing Communications where he helped launch Broadwing's managed hosting division. Chris began his career at MCI in 1994, spending 7 years in various finance, sales and marketing roles.

## **Global Connection Inc. of America**

### **EXHIBIT E**

Proposed Interexchange Services Tariff

#### SOUTH CAROLINA

#### INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

OF

#### **Global Connection Inc. of America**

Toll Free: 877-511-3009 www.globalconnectioninc.com

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by Global Connection Inc. of America ("Global Connection") within the state of South Carolina.

Issued: Effective Date:

Issued By: Mark Ellis, President and CEO

5555 Oakbrook Parkway, Suite 620 Norcross, Georgia 30093

#### **CHECK SHEET**

Pages, as listed below, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<b>PAGE</b>	REVISION LEVEL		<b>PAGE</b>	REVISION LEVEL	
Title	Original	*	25	Original	*
1	Original	*	26	Original	*
2	Original	*	27	Original	*
3	Original	*	28	Original	*
4	Original	*	29	Original	*
5	Original	*	30	Original	*
6	Original	*	31	Original	*
7	Original	*	32	Original	*
8	Original	*			
9	Original	*			
10	Original	*			
11	Original	*			
12	Original	*			
13	Original	*			
14	Original	*			
15	Original	*			
16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			
21	Original	*			
22	Original	*			
23	Original	*			
24	Original	*			

<sup>\*</sup> included in this filing

Issued: Effective Date:

Issued By: Mark Ellis, President and CEO 5555 Oakbrook Parkway, Suite 620

#### TABLE OF CONTENTS

Check Sheet	
Table of Contents	
Symbols	
Tariff Format	
Section 1 - Terms and Abbreviations	
Section 2 - Rules and Regulations	
Section 3 - Service Descriptions and Rates	
Section 4 - Promotions	
Section 5 - Current Rates	32

Issued: Effective Date:

Issued By: Mark Ellis, President and CEO 5555 Oakbrook Parkway, Suite 620

#### **SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- C Changed regulation.
- **D** Delete or discontinue.
- I Change Resulting in an increase to a Customer's bill.
- M Moved from another tariff location.
- N New
- **R** Change resulting in a reduction to a Customer's bill.
- T Change in text or regulation.

Issued: Effective Date:

Issued By: Mark Ellis, President and CEO

5555 Oakbrook Parkway, Suite 620 Norcross, Georgia 30093

#### **TARIFF FORMAT**

- **A.** Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- **B.** Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- **C. Paragraph Numbering Sequence** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

```
2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
```

**D.** Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

Issued: Effective Date:

Issued By: Mark Ellis, President and CEO

5555 Oakbrook Parkway, Suite 620

#### **SECTION 1 - TERMS AND ABBREVIATIONS**

**Access Line -** An arrangement which connects the customer's location to an Global Connection Inc. of America switching center or point of presence.

**Account Codes -** Optional, customer defined digits that allow the customer to identify the individual user, department, or client associated with a call.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

**Authorized User -** A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

**Call** - A completed connection established between a calling station and one or more called stations.

**Commission** - Refers to the South Carolina Public Service Commission.

Company or Carrier – Global Connection Inc. of America unless otherwise clearly indicated by the context.

**Customer** - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

Issued: Effective Date:

Issued By: Mark Ellis, President and CEO

5555 Oakbrook Parkway, Suite 620

#### SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

**Equal Access** - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers can presubscribe their telephone line(s) to their preferred interexchange carrier.

Global Connection - Used throughout this tariff to refer to Global Connection Inc. of America

LATA - Local Area of Transport and Access.

**LEC** - Local Exchange Company.

**ORS** – South Carolina Office of Regulatory Staff.

Personal Identification Number (PIN) - See Authorization Code.

**Switched Access Origination/Termination** - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**Travel Card** - A proprietary calling card offered by the Company which enables the Customer to use the Company's service by dialing a Company-provided access number.

**V & H Coordinates** - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

Issued: Effective Date:

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5555 Oakbrook Parkway, Suite 620

#### **SECTION 2 - RULES AND REGULATIONS**

#### 2.1 Undertaking of the Company

The Company provides long distance message telecommunications service to Customers for their direct transmission of voice, data and other types of telecommunications.

The Company undertakes to provide the services offered in this tariff in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company. The Customer shall be responsible for all charges due for such service arrangement.

Communications originate when the Customer accesses the Company directly or through the facilities of another carrier via one or more access lines, equal access or on a dial-up basis.

The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

#### 2.2 Use

- **2.2.1** Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- **2.2.2** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- **2.2.3** The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.
- 2.2.4 A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

Issued: Effective Date:

Issued By: Mark Ellis, President and CEO 5555 Oakbrook Parkway, Suite 620

#### 2.3 Limitations

- **2.3.1** The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- **2.3.2** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- **2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- **2.3.4** Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored as soon as it can be provided without undue risk.
- **2.3.5** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- **2.3.6** To the extent that any conflict arises between the terms and conditions of a service agreement or other contract and the terms and conditions of this tariff, the tariff shall prevail.
- **2.3.7** Title to all equipment provided by the Company under this tariff remains with the Company.

Issued: Effective Date:

Issued By: Mark Ellis, President and CEO 5555 Oakbrook Parkway, Suite 620

#### 2.4 Assignment and Transfer

- **2.4.1** All facilities provided under this tariff are directly or indirectly controlled by Global Connection and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.4.2 Customer may request Carrier to assign one or more sub-accounts for billing purposes, and to direct sub-account invoices to Customer's affiliates or other designated entities for payment. Such requests shall not affect the liability of the Customer, who shall remain solely liable to the Company for payment of all invoices for service requested and obtained by Customer, whether invoiced by the Company to the Customer, the Customer's affiliates, or other designated entities.

Issued: Effective Date:

Issued By: Mark Ellis, President and CEO 5555 Oakbrook Parkway, Suite 620

#### 2.5 Liability of the Company

- 2.5.1 Global Connection's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed \$100.00 or an amount equivalent to the proportionate charge to the Customer, whichever is less, for the period during which the faults in transmission occur. Except as set forth above, the Company shall not be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or business interruption, or for any lost profits of any kind or nature whatsoever arising out of any defects or any other cause. In the event of an interruption in service or any defect in the service whatsoever, neither the Company nor any affiliated or unaffiliated third party provider or operator of facilities employed in the provision of the service shall be liable for any direct. indirect, consequential, special, actual, punitive or any other damages, or for any lost profits of any kind or nature whatsoever. Moreover, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service, which are caused or contributed to by the negligence or willful act of the Customer, or Authorized User, or joint user, or which arise from the use of Customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.5.2 The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3 Indemnification The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit by a Customer or by any others, the Customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company's equipment, facilities and associated wiring of the Customer's premises and further the Customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

Issued: Effective Date:

Issued By: Mark Ellis, President and CEO 5555 Oakbrook Parkway, Suite 620 Norcross, Georgia 30093

#### 2.5 Liability of the Company, (Cont'd.)

- **2.5.4** Defacement of premises: No liability shall attach to the Company by reason of any defacement or damage to the Customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
- **2.5.5** The Company is not liable for any act or omission of any other entity furnishing a portion of the service or any acts or omission of the Customer.
- **2.5.6** Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.
- **2.5.7** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Personal Identification Numbers issued for use with the Company's services.
- 2.5.8 The Company shall not be liable for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of authorization codes of communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through equipment controlled and/or provided by the Customer that are transmitted over the company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

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#### 2.6 Customer Responsibility

- **2.6.1** All Customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes additional responsibilities. All Customers are responsible for the following:
  - **A.** The Customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all of the Company's regulations governing the service. The Customer is also responsible for assuring that its users comply with regulations.
  - **B.** When placing an order for service, the Customer must provide:
    - 1. The names and addresses of the persons responsible for the payment of service charges, and
    - 2. The names, telephone numbers, and addresses of the Customer contact persons.
  - **C.** The Customer must pay the Company for the replacement or repair of the Company's equipment when the damage results from:
    - 1. The negligence or willful act of the Customer or user;
    - 2. Improper use of service; and
    - 3. Any use of equipment or service provided by others.
  - **D.** After receipt of payment for the damages, the Company will cooperate with the Customer in prosecuting a claim against any third party causing damage.

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#### 2.6 Customer Responsibility, (Cont'd.)

#### 2.6.2 Billing and Payment For Service

#### A. Responsibility for Charges

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- .1 any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;
- any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;
- any calls placed by or through the Customer's equipment via any remote access feature(s);

Charges for installations, service connections, moves and rearrangements are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

#### **B.** Disputed Charges

Any objections to billed charges must be reported to the Company or its billing agent within the time frames established in R.103-623 or the Commission's rules and regulations, as amended. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. If notice of disputed charges is not received by the Company within the applicable statute of limitations, such calls shall be deemed correct and binding.

If the Customer and the Company are unable to resolve a dispute to their mutual satisfaction, the Customer may file a complaint with the Consumer Services Division of ORS for investigation. The contact information for such is listed in the following:

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#### 2.6 Customer Responsibility, (Cont'd.)

#### 2.6.2 Billing and Payment For Service, (Cont'd.)

#### B. Disputed Charges, (Cont'd.)

Office of Regulatory Staff Consumer Services Division 1401 Main Street, Suite 900 Columbia, SC 29201

Telephone Number: 803-737-5230 Toll Free Number: 1-800-922-1531 Facsimile Number: 803-737-4750

#### 2.6.3 Taxes and Fees

- **A.** All state and local taxes (e.g., sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the Customer's bill.
- **B.** To the extent that a municipality, other political subdivision or local agency of government, or commission imposes and collects from the Company a license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- C. Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.
- D. The Company may adjust its rates or impose additional rates on its Customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. The Company may also adjust its rates or impose additional rates to cover the administrative cost of collecting such charges or paying compensation to other entities. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's services.

Issued: Effective Date:

Issued By: Mark Ellis, President and CEO 5555 Oakbrook Parkway, Suite 620 Norcross, Georgia 30093

#### 2.6 Customer Responsibility, (Cont'd.)

#### 2.6.4 Late Payment Fees

Payment is within thirty (30) days subsequent to the invoice date and are considered past after the thirty (30) day period. Late payment charges may be applied as allowed pursuant to South Carolina Public Service Commission Reg. 103-622.2 which provides that a maximum one and one half percent (1 1/2%) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. Billings for 900 and 900-type charges or non-regulated items are excluded from the balance on which a late charge may be imposed.

#### 2.6.5 Return Check Charge

A return check charge in an amount consistent with applicable state law will be assessed for checks returned for insufficient funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g., a bank error).

Issued: Effective Date:

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#### 2.6 Customer Responsibility, (Cont'd.)

#### 2.6.6 Deposits

#### A. Commercial Customers

- 1. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
- 2. The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two times the average monthly bill for residential Customers whose bills are payable in advance. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change. Any adjustment to a customer's deposit will conform to S.C. Code Regs. 103-621.
- 3. The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.
- 4. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission.
- 5. The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.

Issued: Effective Date:

Issued By: Mark Ellis, President and CEO 5555 Oakbrook Parkway, Suite 620 Norcross, Georgia 30093

#### 2.6 Customer Responsibility, (Cont'd.)

#### 2.6.6 Deposits (Cont'd.)

#### A. Commercial Customers (Cont'd.)

6. Upon discontinuance of service, or when a Customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the services furnished by the Company. A transfer of service from one location to another within the Company serving area shall not be deemed a discontinuance with the Company if the character of the service remains unchanged.

#### 2.6.7 Advance Payments

#### A. Commercial Customers

The Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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# 2.6 Customer Responsibility, (Cont'd.)

## 2.6.8 Cancellation by Customer

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

Issued: Effective Date:

Issued By: Mark Ellis, President and CEO 5555 Oakbrook Parkway, Suite 620

### 2.7 Refunds or Credits for Service Outages or Interruptions

- **2.7.1** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. Credits for service outages or interruptions are subject to the regulations listed below.
- **2.7.2** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 2.7.3 Credit allowances for interruption periods which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.
- **2.7.4** The Customer shall be responsible for the payment of service charges based upon time and materials for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

Issued: Effective Date:

Issued By: Mark Ellis, President and CEO 5555 Oakbrook Parkway, Suite 620

- 2.7 Refunds or Credits for Service Outages or Interruptions, (Cont'd.)
  - 2.7.5 For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than four (4) hours. The Customer shall be credited for an interruption of four (4) or more hours at the rate of 1/720th of the monthly charge for the services affected for each hour that the interruption continues. The formula used for computation of credits is as follows:

Credit ' A/720 x B

A 'outage time in hours (must be 4 or more)

B' total monthly recurring charge for affected service.

**2.7.6** For usage sensitive long distance services, credits will be limited to, a maximum, the price of the Initial Period of the individual call that was interrupted plus any per call charges or surcharges required to reconnect the caller.

Issued: Effective Date:

Issued By: Mark Ellis, President and CEO 5555 Oakbrook Parkway, Suite 620

#### 2.8 Cancellation or Termination of Service by Customer

2.8.1 Customers of presubscribed long distance services may cancel service at any time by providing Global Connection with written or verbal notification. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the cancellation notice is received, whichever is later.

## 2.9 Cancellation or Termination of Service by Company

- **2.9.1** For nonpayment: The Company may terminate service to a Customer or Subscriber for nonpayment of undisputed charges upon five (5) days written notice to the Customer or Subscriber without incurring any liability for damages due to loss of telephone service to the Customer or Subscriber.
- 2.9.2 Global Connection may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days notice to comply with any rule or remedy any deficiency:
  - **A.** For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
  - **B.** For use of telephone service for any purpose other than that described in the application.
  - **C.** For neglect or refusal to provide reasonable access to Global Connection or its agents for the purpose of inspection and maintenance of equipment owned by Global Connection or its agents.
  - **D.** For noncompliance with or violation of Commission regulation or Global Connection's rules and regulations on file with the Commission.

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Issued By: Mark Ellis, President and CEO 5555 Oakbrook Parkway, Suite 620 Norcross, Georgia 30093

### 2.9 Cancellation or Termination of Service by Company, (Cont'd.)

#### 2.9.2 Continued

- **E.** Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect Global Connection's equipment or service to others.
- **F.** Without notice in the event of tampering with the equipment or services owned by Global Connection or its agents.
- G. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Global Connection may, before restoring service, require the Customer or Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- **H.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

Issued: Effective Date:

Issued By: Mark Ellis, President and CEO 5555 Oakbrook Parkway, Suite 620

#### 2.10 Interconnection

Service furnished by Global Connection may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with Global Connection's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

## 2.11 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Global Connection's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

## 2.12 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and credit for the interruption is requested by the Customer.

## 2.13 900, 976 and 700 Numbers

The Company does not provide 900, 976 or 700 number services. Customer calls placed to these numbers are routed to the local or long distance carrier providing the service. Customers may contact their local exchange carrier or the carrier providing the service to request blocking of access to these numbers.

Issued: Effective Date:

Issued By: Mark Ellis, President and CEO

5555 Oakbrook Parkway, Suite 620

#### 2.14 Toll Free Services

- **2.14.1** The Company will make every effort to reserve toll free (i.e., A800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- **2.14.2** The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid.
- 2.14.3 Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.
- **2.14.4** If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer.

#### 2.15 Other Rules

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities of NXX exchanges, or by blocking calls using certain Personal Identification Numbers when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

#### 2.16 Marketing

As a telephone utility under the regulation of the Public Service Commission of South Carolina, Global Connection does hereby assert and affirm that as a reseller of intrastate telecommunications service, Global Connection will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and Global Connection will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, Global Connection will be responsible for the marketing practices of [its] contracted telemarketers for compliance with this provision. Global Connection understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of [its] certification to complete intrastate telecommunications traffic within the State of South Carolina.

Issued: Effective Date:

Issued By: Mark Ellis, President and CEO

5555 Oakbrook Parkway, Suite 620

#### **SECTION 3 - SERVICE DESCRIPTIONS AND RATES**

## 3.1 General

Global Connection provides direct dialed outbound, inbound, travel card and access to directory assistance for communications originating and terminating within the state. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of Global Connection's services and network.

Issued: Effective Date:

Issued By: Mark Ellis, President and CEO

5555 Oakbrook Parkway, Suite 620 Norcross, Georgia 30093

## 3.2 Timing of Calls

Billing for calls placed over the Global Connection network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- **3.2.1** Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- **3.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- **3.2.3** The initial and additional billing increments are stated in the description of each service.
- **3.2.4** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, Global Connection will reasonably issue credit for the call.

Issued: Effective Date:

Issued By: Mark Ellis, President and CEO 5555 Oakbrook Parkway, Suite 620

## 3.3 Rate Periods

The Company does not offer time-of-day discounts.

## 3.4 Calculation of Distance

The Company does not offer mileage-sensitive services.

## 3.5 Holidays

The Company does not offer Holiday discounts.

Issued: Effective Date:

Issued By: Mark Ellis, President and CEO

5555 Oakbrook Parkway, Suite 620

#### 3.6 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access The Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the A#@ symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Issued: Effective Date:

Issued By: Mark Ellis, President and CEO

5555 Oakbrook Parkway, Suite 620

#### 3.7 Outbound Services

Outbound long distance service is sold in units of \$5, \$10, \$20, \$40, and \$80, and is offered in connection with the company's prepaid local exchange offering (see Global Connection Inc. of America South Carolina Tariff No. 2).

The dollar amount paid by the customer in advance is decremented in whole minute increments at the rate per minute specified in Section 5 herein. Partial minutes are rounded up to the nearest whole minute.

Issued: Effective Date:

Issued By: Mark Ellis, President and CEO

5555 Oakbrook Parkway, Suite 620

## 3.8 Directory Assistance

Directory Assistance is available to Global Connection Customers. Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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Issued By: Mark Ellis, President and CEO 5555 Oakbrook Parkway, Suite 620

#### **SECTION 4 - PROMOTIONS**

## 4.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

## 4.2 Promotions - General

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges. The Company will file all promotions in transmittal letter format with the Commission and the ORS. Promotions will not be published in the Company's tariff.

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Issued By: Mark Ellis, President and CEO

5555 Oakbrook Parkway, Suite 620

## **SECTION 5 - CURRENT RATES**

# 5.1 Public Telephone Surcharge

Rate per Call: \$0.60

**5.2** Outbound Services

Rate per Minute: \$0.02

**5.3** Directory Assistance

Up to two requests may be made on each long distance Directory Assistance call.

Rate per Call: \$1.99

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